it does not follow that the absentee may not *voluntarily* assume such a status. *Great Northern Ry. Co.* v. *Johnson* seems sound, and there is no sufficient basis for doubt that it will be followed in a case where informal marriages are not valid in the jurisdiction where the proposer is present.[34]

Applying the foregoing to our case of the American soldier abroad,[35] he should be able to enter into a valid marriage by mail, if the proposed wife to whom he addresses his offer of marriage accepts it in a state—whether her domicile or not[36] which recognizes common-law marriages, and which does not require cohabitation as an essential element of the informal marriage.

RECENT CASES

ADMIRALTY — JURISDICTION — TEST OF JURISDICTION OVER CONTRACTS. — The plaintiff ship building company, in pursuance of an agreement made with the owners of the steamship *Yucatan*, towed the vessel to its shipyard, and, having hauled her out on land, repaired her. For a claim under the contract the plaintiff instituted a libel *in personam*. The defendant filed a motion to dismiss the cause for want of jurisdiction in admiralty. *Held*, that admiralty has jurisdiction. *North Pacific Steamship Co.* v. *Hall Bros. Marine Ry. & Shipbuilding Co.*, U. S. Supreme Court, October Term, 1918, No. 53.

In the fourteenth century the jurisdiction of admiralty, which until that time had been extended to all cases partaking of a maritime flavor, was greatly curtailed by successive enactments. GODOLPHIN, A VIEW OF ADMIRALTY JURISDICTION, c. 12. See *De Lovis* v. *Boit*, 2 Gall. (C. C.) 398, 418. Thereafter the court could not take cognizance of a contract made on land, even if to be performed at sea. *Susano* v. *Turner*, Noy, 67; *Craddock's Case*, 2 Brownl. & Gold. 39. Nor if made at sea to be performed on land. *Bridgeman's Case*, Hobart 11. These restrictions upon admiralty jurisdiction were rejected in the United States from an early date. *The Lottawanna*, 21 Wall. (U. S.) 558; *Waring* v. *Clarke*, 5 How. (U. S.) 441. The civil jurisdiction was made to depend, not as in matters of tort upon locality, but upon the subject matter of the contract, which must be essentially concerned with maritime services, transactions, or casualties. *New England Marine Ins. Co.* v. *Dunham*, 11 Wall. (U. S.) 1. See BENEDICT, AMERICAN ADMIRALTY, § 256. Contracts for the building of vessels, not being maritime contracts, are not within the scope of admiralty. *The Winnebago*, 205 U. S. 354; *Roach* v. *Chapman*, 22 How. (U. S.) 129. But contracts for the repair of vessels, being maritime, are subject to maritime jurisdiction. *The J. E. Rumbell*, 148 U. S. 1; *Peyroux* v. *Howard*, 7 Pet. (U. S.) 324. The element necessary to the distinction is not the *locus* of the work, but its reference to a vessel engaged in navigation and commerce. *Tucker* v. *Alexan-*

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[34] If it were thought preferable to adopt the rule that the place of celebration was the place where the acceptance was received, there would be no valid marriage, unless informal marriages were good in the jurisdiction where the proposer was present. But, then, the law of the acceptor's jurisdiction would be immaterial. Therefore, if either jurisdiction permitted informal marriages, that could be made sufficient in any given case, since the rôle of the respective parties could be interchanged accordingly.

[35] The conclusions reached are based on the least favorable assumption as to the law of the jurisdiction in which the soldier is present; *viz.*, that informal marriages are not there valid.

[36] It would be sufficient if the woman was present within this jurisdiction only long enough to accept the offer. *Cf.* Lorenzen, *supra*, 487, 488.

droff, 183 U. S. 424; *The Manhattan*, 46 Fed. 797. This jurisdiction is not lost though incidental repairs are performed while the vessel is hauled out on land, the criterion being that the contract relates to repair, not to the use of the marine railway or dry dock. *The Steamship Jefferson*, 215 U. S. 130; *Wartman* v. *Griffith*, 3 Blatchf. (C. C.) 528.

ADOPTION — CONTRACT TO ADOPT — RIGHT OF INHERITANCE — SPECIFIC PERFORMANCE. — The defendant's intestate and her husband contracted with the paternal grandmother of the plaintiff to adopt the plaintiff's father, "according to the statutory law" and "to do for him in every respect as if he were their offspring." Under this contract, the plaintiff's father entered the home of the defendant's intestate, and until the day of his death, the assumed ties of mother and son were maintained. The defendant's intestate did not, however, legally adopt the child. The latter's daughter sought to take under the laws of intestacy and inheritance. *Held*, that she might take. *Barney* v. *Hutchinson, et al.* 177 Pac. 890 (New Mexico).

Adoption is universally authorized in this country by statute, being unknown to the common law. *Matter of Zeigler*, 82 Misc. 346, 143 N. Y. Supp. 562. The resulting relation is therefore statutory, not contractual. *Calhoun* v. *Bryant*, 28 S. D. 266, 133 N. W. 266. Such statutes generally confer a right to inherit from the adopting parent. *Gilliam* v. *Guaranty Trust Co.*, 186 N. Y. 127, 78 N. E. 697; *Ryan* v. *Foreman*, 262 Ill. 175, 104 N. E. 189; 31 HARV. L. REV. 488. Accordingly a contract to adopt carries with it the incidental right of heirship. *Thomas* v. *Malone*, 142 Mo. App. 193, 126 S. W. 522. This right descends to the children of the adopted child. *Gray* v. *Holmes*, 57 Kan. 217, 45 Pac. 596. The right of the adopting parent to disinherit naturally follows unless the contract definitely states otherwise. The relation alone will not ground a contract of inheritance. *Odenbreit* v. *Utheim*, 131 Minn. 56, 154 N. W. 741; *Steele* v. *Steele*, 161 Mo. 566, 61 S. W. 815. In the principal case, the adoption proceedings did not conform to statutory requirements, but the contract was fully performed by the child. In such a case, the child or his heirs may recover. *Crawford* v. *Wilson*, 139 Ga. 654, 78 S. E. 30. The measure of damages for the breach of such a contract is the value of the service performed, with interest, not the value of the share of the promisor's estate which would have been inherited by the child, had the contract been performed. *Sandham* v. *Grounds*, 94 Fed. 83. Where the consideration executed on the part of the child consists of services, companionship, and a change of domestic relations, its value cannot be adequately compensated in damages. *Crawford* v. *Wilson*, *supra*. The court, regarding that as done which ought to have been done, in decreeing that the child, and therefore its heir, was entitled to the fruits of legal adoption, is in accord with the great weight of authority. *Thomas* v. *Malone*, *supra; Chehak* v. *Battles*, 133 Iowa, 107, 110 N. W. 330. But see *contra*, *Davis* v. *Jones' Adm'r*, 94 Ky. 320, 22 S. W. 331.

ADVERSE POSSESSION — TAX LIENS — WHETHER CONTINUITY OF POSSESSION AFFECTED BY. — In an action of ejectment the plaintiff based his claim in part upon a tax deed from the state which had purchased the land for the delinquent taxes of X. The defendant claimed under an adverse possession, which was running when the tax lien attached, but which had not ripened into title. The statutory period had run at the time of the purchase by the state. *Held*, the tax deed was invalid because the tax lien was extinguished by adverse possession. *West Virginia & Virginia Coal Co.* v. *Charles*, 254 Fed. 379.

For a discussion of this case, see NOTES, page 844.

BANKRUPTCY — ADJUDICATION — INSOLVENCY — *RES JUDICATA*. — A trustee in bankruptcy sued to recover a preference and offered as evidence of the